

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”) is entered into by and between (1) the Metropolitan School District of Wayne Township, Marion County, Indiana, including its Board of Education, and the individual Board Members (collectively, the “District”) and (2) Jon M. Bailey and Bose McKinney & Evans LLP (collectively, “Bose”). The District and Bose shall collectively be referred to as the “Parties.”

Recitals

A. The District is the statutorily created public school corporation for Wayne Township, Marion County, Indiana, and is governed by its duly elected Board of Education.

B. Terry J. Thompson (“Thompson”) served as the Superintendent for the District from 1996 until 2010.

C. Bose, over the decades, provided excellent legal services to the District.

D. A dispute has arisen between and among the District and Thompson regarding the meaning and interpretation of Thompson’s employment contracts and Thompson’s compensation as Superintendent of the District (the “Dispute”).

E. Because of the Dispute, a lawsuit is now pending in the Marion County Superior Court captioned The Metropolitan School District of Wayne Township, Marion County, Indiana v. Terry J. Thompson, Cause No. 49D12-1111-PL-043881 (the “Lawsuit”).

F. In investigating the Dispute, in preparing the Lawsuit, and in prosecuting the Lawsuit against Thompson (for, among other things, fraud and constructive fraud), the District has incurred substantial legal fees.

Agreement

Based upon the foregoing Recitals and in consideration of the mutual promises contained in this Agreement, the Parties hereby promise and agree as follows:

1. Bose has cooperated with the District during the course of its investigation into the Dispute, and Bose shall continue to cooperate with the District with any additional investigation relating to the Dispute.
2. Bose shall cooperate with the District as the District prosecutes its Lawsuit.
3. Bose shall reimburse the District \$435,000.00 for legal fees the District has incurred in investigating the Dispute and preparing the Lawsuit against Thompson (for, among other things, fraud and constructive fraud) (the "Reimbursement").
4. Bose shall pay the Reimbursement to the District in equal monthly installments, half in 2012 and half in 2013.
5. The Parties release and forever discharge each other and their respective employees, agents, attorneys, assigns and representatives from any and all claims, of whatever kind, known or unknown, related in any way to any dealings among and between the Parties as of the date of this Agreement including, without limitation, dealings related to the Dispute or dealings related to the allegations set forth in the Lawsuit.
6. The Parties shall use reasonable care to keep confidential the terms of this Agreement. Upon receipt of (a) an appropriate public records request, (b) an inquiry from a governmental agency, (c) a discovery request in the Lawsuit, or (d) a subpoena (or a court order), the Parties may release only this Agreement and the Media Release attached hereto as Exhibit A to only the person or entity which issued the (a) appropriate public records request, (b) inquiry from a governmental agency, (c) discovery request in the Lawsuit, (d) subpoena (or as directed

by the court order). Other than releasing the Agreement and the Media Release and except as required by the prosecution of the Lawsuit, the Parties shall not comment on or discuss this Agreement with any person or entity. The Parties, however, may respond to specific comments or inquiries by and through their respective attorneys.

7. The District agrees that Bose is not making any admission of wrongdoing or admitting to any liability for any claims related to or arising out of the Dispute or the allegations set forth in the Lawsuit. The Parties further agree that Thompson did not fully disclose information to the District and Bose.

8. The Parties represent and warrant to one another that they know of no claims, rights, or causes of action which they may have against one another other than the claims, rights, or causes of action which are being released and discharged pursuant to this Agreement.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

10. This Agreement is the result of discussion between the Parties and neither the District nor Bose shall be deemed to be the drafter of this Agreement. Each of the Parties expressly agrees and acknowledges that by signing this Agreement, each of them represents and warrants that: (a) they are authorized to enter into and execute this Agreement; (b) the information furnished in this Agreement is true and accurate; (c) they have read this entire Agreement; (d) they understand the terms and conditions of this Agreement as well as the consequences of entering into this Agreement; (e) they have knowingly and voluntarily entered into this Agreement; (f) they have been represented by an attorney in connection with entering into this Agreement; and (g) this Agreement shall inure to the benefit of and be binding upon the

District and Bose, their affiliates, partners, officers, directors, members, agents, employees, representatives, heirs, successors and assigns.

Dated: March 12, 2012

Board of Education of the Metropolitan School District of Wayne Township, Marion County, Indiana, Phyllis Lewis, Shirley Deckard, Paul Calabro, Stan Ellis, Trish Logan, Michael Nance, and Michael Morrow

Phyllis Lewis
Phyllis Lewis

Shirley Deckard
Shirley Deckard

Paul Calabro
Paul Calabro

Stan Ellis
Stan Ellis

Trish Logan
Trish Logan

Michael Nance
Michael Nance

Michael Morrow
Michael Morrow

Reviewed and approved by:

Linda L. Pence
Linda L. Pence

David J. Hensel
PENCE HENSEL LLC
135 N. Pennsylvania Street, Suite 1600
Indianapolis, IN 46204

Attorneys for the Metropolitan School District of Wayne Township, Marion County, Indiana, including its Board of Education and the individual Board Members

Dated: March 22, 2012

**Jon Bailey and Bose McKinney & Evans
LLP**



A handwritten signature of "Jon Bailey" in black ink, enclosed in a circle. The signature is fluid and cursive.

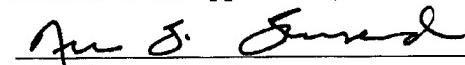
Bose McKinney & Evans LLP



A handwritten signature of "Alan S. Townsend" in black ink, enclosed in a circle. The signature is fluid and cursive.

Alan S. Townsend
Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, IN 46204

Reviewed and approved by:



A handwritten signature of "Alan S. Townsend" in black ink, enclosed in a circle. The signature is fluid and cursive.

Alan S. Townsend
Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, IN 46204

2061999/444-1

The Metropolitan School District of Wayne Township and its former law firm, Bose McKinney & Evans LLP, have reached an agreement concerning the District's investigation of and lawsuit against its former superintendent, Terry Thompson.

Under the agreement, the law firm has agreed to continue cooperating with the District as the District prosecutes its lawsuit against Thompson for, among other things, fraud and constructive fraud. The lawsuit is pending in the Marion County Superior Court.

Also under the agreement, the law firm will reimburse the District \$435,000 for legal fees the District has incurred in investigating Thompson and preparing the lawsuit. The agreement also states that Thompson did not fully disclose information to both the District and Bose.

The agreement provides that the District and the law firm release each other from claims relating to the dispute with Thompson.

Any media questions relating to this settlement should be directed to Linda Pence at PenceHensel LLC, 838-1111.

2065624/444-1

EXHIBIT A